

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 45469  
Docket No. MW-48338  
25-3-NRAB-00003-230588**

**The Third Division consisted of the regular members and in addition Referee Michael Capone when award was rendered.**

**(Brotherhood of Maintenance of Way Employees Division –  
(IBT Rail Conference**

**PARTIES TO DISPUTE: (**  
**(Wisconsin Central Ltd.**

**STATEMENT OF CLAIM:**

**“Claim of the System Committee of the Brotherhood that:**

- (1) The Carrier violated the Agreement when the Carrier added the qualification of crane fundamentals to various positions listed in the Organization’s initial claim letter dated February 22, 2022 (Carrier’s File WC-BMWED-2022-00011 WCR).**
- (2) The claim\*, as presented by General Chairman J. Letizia, by letter dated February 22, 2022, shall now be paid as presented because the Carrier failed to comply with the explicit requirements of Rule 30 of the Agreement.**
- (3) As a consequence of the violations referred to in Parts (1) and/or (2) above, the qualification of crane fundamentals should be removed from the cited positions in the Organization’s initial claim letter as those positions do not require the use of a crane. Additionally, the claim must be sustained with the full implementation of the remedy required by Rule 3 of the Agreement.**

**\*The initial letter of claim will be reproduced within our submission.”**

**FINDINGS:**

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

On February 22, 2022, the Organization filed this claim alleging that the Carrier violated the Agreement when it improperly added the qualification of “Crane Fundamentals” to several positions including; track inspector, headquartered foreman docks, all structures electricians, structures plumber, all structures carpenters, lead tamper, CAT tamper, tractor trailer work equipment, vac truck, backup tamper, ballast stabilizer, ballast regulator, snowfighter, jet snowblower, relief fuel truck, Soo bridge operator, tandem axle truck driver, 3-Way dump rotary dump, tie inserter, production, dozer, grader, tie inserter 925 Gang, Adzer cribber, all Machine D positions, bridgetender, bridgeman and trackman rail and tie gangs. The Carrier denied the claim on April 19, 2022. On April 27, 2022, the Organization appealed the denial.

In accordance with Rule 30, CLAIMS AND GRIEVANCES, the parties held a conference on July 27, 2022, to discuss the dispute. Whereas the claim was not resolved during the conference the Carrier denied the appeal on December 20, 2022. On January 30, 2023, the Organization alleged that the Carrier committed a fatal procedural error when it violated paragraph (D) of Rule 30. The Organization filed its notice of intent with the Third Division. The claim is now properly before the Board for adjudication.

The following contract language from Rule 30 is relevant to the dispute.

RULE 30 – CLAIMS AND GRIEVANCES, in pertinent part, reads as follows:

**“D. The Committee shall review the entire record of each dispute. A majority of the Committee is required to resolve the dispute. Decisions made pursuant to this process will be made in writing, addressed to the individual who files the appeal within sixty (60) days of the meeting date, and will represent the final step of claim or grievance handling on the Company’s property. The handling of claims or grievances by the Committee will constitute any ‘conference’ prerequisite for submission of the dispute to any tribunal established pursuant to law or agreement.**

\* \* \*

**G. Claims not progressed by the Organization within the appropriate time limits shall be barred from further consideration. Claims not answered by the Company within the appropriate time limit shall be paid as presented. Failure to respond to a claim within the appropriate time limit shall not be considered a precedent or waiver of the contentions of the company as to other similar claims or grievances.**

\* \* \*

**The Board first addresses the Organization’s claim of procedural error and finds that it must be sustained. The record establishes that the “Labor/Management Resolution Committee” identified in Rule 30(C) was convened on July 27, 2022, wherein the parties addressed the instant claim. The Carrier issued its written decision denying the claim on December 20, 2022, which exceeded the 60-day period wherein it was required to respond to the Organization as provided for in Rule 30(D).**

**There is ample arbitral authority to conclude that where the time limit provisions in an agreement clearly requires the dismissal or payment of a claim when it is filed late, the Board must find that a procedural error occurred in favor of the party asserting the violation. Where the Board finds a procedural error that requires the claim be sustained, we need not address the merits of the dispute.**

**The Carrier shall repeal the qualification of “Crane Fundamentals” it added to the job titles set forth in the Organization’s claim and re-bulletin the position in accordance with Rule 3 of the Agreement. Based on the record provided, applicable**

**Agreement provisions, and relevant past practices, no other remedy is awarded.**

**AWARD**

**Claim sustained in accordance with the Findings.**

**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division**

**Dated at Chicago, Illinois, this 3<sup>rd</sup> day of April 2025.**